

REMARKS

On page 3, paragraph 4 of the Office Action, claims 1, 3-7, 13-17, 22-23, 25-26, 28-33, 36-38, 41-42, 44-48, 53-54, 56-59, 61-63, 68-69, 71-73, 78-79, 81-84, 91-93 and 96-100 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al., U.S. Patent No. 6,477,513 (“Walker”).

On page 7, paragraph 5 of the Office Action, claims 10-11, 20-21, 51-52, 66-67, 76-77, 87 and 89 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of Schneier (Applied Cryptography).

On page 7, paragraph 6 of the Office Action, claims 8-9, 12, 18-19, 39-40, 49-50, 64-65, 74-75, 85-86 and 90 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of Stallings (Cryptography and Network Security).

On page 8, paragraph 7 of the Office Action, claims 94 and 95 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of McKenney et al., U.S. Patent Pub. 2006/0004670 (“McKenney”).

Applicant submits that the above combinations of references do not render the present invention obvious as there are significant, non-obvious differences between the cited references and the present invention. Thus, with respect to the above rejections, Applicant respectfully disagrees and has the following remarks.

Applicant submits that Walker discloses a financial instrument, namely a Letter of Credit (“LC”) (column 2, lines 20-37) as opposed to the document that is the subject of the present invention. Walker does not teach or suggest communicating confidential information among at least three consenting parties in the same document.

According to Walker (column 5, lines 38-47), contract negotiations must occur (perhaps multiple iterations) before signing can occur. In contrast, the present invention permits negotiation of some terms (namely, the expiration date) without altering the signed portions of the document - which is not possible with Walker's invention. Thus, Walker (column 5, lines 42-49) assumes that a pre-existing relationship has been created between a buyer, seller and trusted agent in a LC. In Walker, as stated in col. 2, lines 39-44, it is the contract (i.e. LC) that governs the transaction. It is typically fixed in advance though the price can be left open based upon an agreed formula. Walker further states that (col. 2, lines 47-48) that LC's almost always have a specified buyer and seller although it is possible that the buyer is also a seller. Other than the buyer, the seller is the other major party to the LC in Walker (col. 3, lines 1-2). Walker itself says that a buyer's flexibility in LC transactions is limited because "the buyer must have a pre-established banking relationship." Walker thus teaches away from the present invention which establishes a new relationship among the parties in the same document.

Furthermore, the expiration date in Walker is merely a contract term (See Fig. 6, element 612; column 7, lines 45-53) that is extracted from a contract terms database and which is negotiated before signatures are applied. In contrast, the present invention allows each party to independently apply an expiration date and immediately apply their signature to its completed portion of the document, without affecting portions signed by other parties. In Walker, a single expiration date is agreed before signing, whereas in the present invention, a mutually acceptable expiration date is arrived at by applying multiple dates and signatures. Walker, even in combination with each of the cited references, does not teach or suggest these modifications.

Furthermore, when Walker describes cryptographically enabled accounts (CEA) (column 11, lines 40-45) Walker refers to an account's expiration date being optional (Note that it is not

present in account database 806 of Figure 9) and Walker also states that a "CEA preferably has a finite lifetime....") However, it is important to note that the CEA expiration is not necessarily the same as the contract's expiration date (Fig. 6, item 612).

Walker describes the need for permission certificates (column 7, lines 61-67; column 8, lines 1-14; Fig. 7; Fig. 5, element 506; Fig. 10, element 1006; Fig. 11, element 1130) when events relating to the contract (LC) occur. The present invention does not need permission certificates to authorize transactions. The Examiner argues that Walker discloses a portion of the permission certificate is encrypted (col. 7, lines 58-59), and the encryption concept can be implemented on a portion of the contract so as to enhance security of certain data in the contract. However, Applicant respectfully disagrees with the Examiner's remarks in Paragraph 4(b). Walker describes encrypting permission certificates, which are not part of the original contract (see col. 7, lines 63-65). In Walker, the permission certificate is a different document than the LC. Applicant submits Walker does not teach encrypting the contract (i.e. LC) which is the instrument that the Examiner is relying upon to establish the relationship between the at least three parties. This differs from the present invention wherein it is the document (ticket) that establishes the relationship and is also encrypted.

Walker also teaches (column 9, lines 12-33) that only two parties apply digital signatures, whereas the present invention requires at least three parties' signature. This is because Walker implicitly trusts the trusted agent (Fig. 1, element 118) described in column 5, lines 46-49. Thus, Walker teaches away from the present invention.

Applicant points out with respect to the comment of paragraph 4(g) of the Office Action that the contract does not contain information for three parties; Walker's contracts only have two signatures.

In Walker's scenarios, if the trusted agent were compromised, the agent could issue permission certificates without the buyer's or seller's approval. The present invention does not suffer from this weakness because permission certificates are not used and a single document (the ticket) is signed by three or more parties. Merely presenting the ticket is sufficient to prove that the 3-way (or more-way) relationship has been established and approved. Thus, Walker cannot be combined with any of the cited references to teach or suggest this non-obvious difference.

Walker (column 5, lines 42-49) teaches adding security information (signatures) for two parties in the contract - the buyer and the seller. In contrast, the present invention requires at least three parties consent, which is recorded (as signatures) in the document (ticket). The present invention allows for an unlimited number of parties to approve the document.

Thus, Walker as a primary reference must fail as Walker teaches multiple transactions with multiple documents (i.e. the LC contract and permission certificates). None of Walker's document have more than two signatures. Whereas, the present invention is for a document (ticket) that describes a relationship between three or more parties.

Furthermore, Walker (column 7, lines 39-44; Fig. 4, element 422; Fig. 5, element 504; column 8, lines 15-22; Fig. 8, element 804; column 8, lines 33-38; column 9, lines 48-50; Fig. 10, element 1004; column 8, lines 52-56; Fig. 11, element 118) teaches that contract terms, including expiration dates (Fig. 6, element 612) are stored in multiple locations by multiple parties. Whereas, the present invention teaches that a single document (the ticket) is needed to establish the relationship between three or more parties. Furthermore, Walker teaches that multiple copies and extracts of each contract must exist whereas the present invention only one copy of the document need exist. Walker's arrangement allows that any one copy of a database

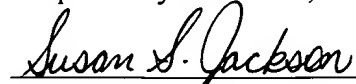
could be altered, corrupting one entities' perception of a contract's status. Since the present invention requires no databases, a copy of the document (ticket) is all that is needed to accurately document the relationship and any alterations invalidate the electronic signatures applied to the document (ticket), invalidating the document (ticket) and preventing corruption such as possible with Walker.

Applicant disagrees with the comment in paragraph 4(l) of the Office Action which asserts Walker teaches unlimited use of an LC (contract) or permission ticket. Applicant asserts that Walker teaches a series of transactions related to a given LC contract. Once the contract is fulfilled or canceled, the relationship described by Walker terminates.

It was noted that on page 8, paragraph 6 that claims 2, 24, 27, 34-35, 43, 55, 60, 70 and 80 are objected to as being dependent upon a rejected base claim but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

In view of the foregoing, it is respectfully urged that the present claims are in condition for allowance and reconsideration is requested. An early notice to this effect is earnestly solicited. Should there be any questions regarding this application, the Examiner is invited to contact the undersigned at the number shown below.

Respectfully submitted,



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